

# Exhibit A



null / WARBREACH

Transmittal Number: 24436305

Date Processed: 02/07/2022

## Notice of Service of Process

**Primary Contact:** Rosemarie Williams  
General Motors LLC  
Mail Code 482-C23-SOP 300 Renaissance CTR  
300 Renaissance Center  
Detroit, MI 48265-0001

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**Entity:** General Motors LLC  
Entity ID Number 3113523

**Entity Served:** General Motors LLC

**Title of Action:** Jones, Steven, D. vs. General Motors LLC

**Matter Name/ID:** Jones, Steven, D. vs. General Motors LLC (11981927)

**Document(s) Type:** Notice and Complaint

**Nature of Action:** Breach of Warranty

**Court/Agency:** Allegheny County Court of Common Pleas, PA

**Case/Reference No:** AR-22-000285

**Jurisdiction Served:** Pennsylvania

**Date Served on CSC:** 02/07/2022

**Answer or Appearance Due:** 20 Days

**Originally Served On:** CSC

**How Served:** Certified Mail

**Sender Information:** Kimmel & Silverman PC (Ambler, PA)  
215-540-8888

**Client Requested Information:** Year: 2020  
Make: Chevrolet  
Model: Silverado  
VIN: 1HTKJPVK5LH856444

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**Notes:** Kimmel & Silverman, P.C., 30 East Butler Pike, Ambler, PA 19002

CSC Location Document Was Served: Corporation Service Company, 2595 Interstate Drive, Suite 103, Harrisburg, PA 17110

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)



# KIMMEL & SILVERMAN

P.C.

ROBERT M. SILVERMAN\*\*  
CRAIG THOR KIMMEL\*\*

\* Member, PA Bar  
\* Member, NJ Bar  
\* Member, DE Bar  
\* Member, NY Bar  
\* Member, MA Bar  
\* Member, MD Bar  
\* Member, OH Bar  
\* Member, NH Bar  
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\* Member, TN Bar  
\* Member, WY Bar  
\* Member, DC Bar  
\* Member, CA Bar  
\* Member, WI Bar  
\* Member, FL Bar  
\* Member, AZ Bar  
\* Member, TX Bar  
\* Member, MI Bar  
\* Member, WV Bar  
& Member, IL Bar  
> Member, IN Bar

JACQUELINE C. HERRITT\*\*  
ROBERT A. RAPKIN\*  
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JOSEPH D. STEWARD III\*  
W. CHRISTOPHER COMONOVO\*  
JASON L. GRESSES +\*  
CHAD P. DOMAN\*  
JACOB U. GINSBURG\*  
MICHAEL MILEWSKI\*  
BLAKE K. WALSH\*\*

## 1-800-LEMON LAW

[www.lemonlaw.com](http://www.lemonlaw.com)

### CORPORATE HEADQUARTERS

30 E. Butler Avenue  
Ambler, PA 19002  
P (215) 540-8888  
F (215) 540-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005  
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344  
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476  
NEW YORK OFFICE, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515  
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689  
OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817  
SAN FRANCISCO, CA OFFICE, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817  
SAN DIEGO, CA OFFICE, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817  
LOS ANGELES, CA OFFICE, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

February 3, 2021

General Motors LLC

**Re: Steven Jones v. General Motors LLC  
Allegheny County; No: AR-22-000285**

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against General Motors LLC in the Court of Common Pleas, Allegheny County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

Robert M. Silverman  
KIMMEL & SILVERMAN, P.C.

RMS/jcd  
Enclosures

**James Diver**

**From:** Allegheny E-File  
**Sent:** Thursday, February 03, 2022 1:27 PM  
**To:** James Diver  
**Subject:** FW: Approval Confirmation Submission ID: 2117000 CaseID: TMP1264079

**From:** webmaster.pro@county.allegheny.pa.us <WEBMASTER.PRO@COUNTY.ALLEGHENY.PA.US>  
**Sent:** Thursday, January 27, 2022 8:46 AM  
**To:** Allegheny E-File <alleghenyfile@lemonlaw.com>  
**Cc:** promail@county.allegheny.pa.us  
**Subject:** Approval Confirmation Submission ID: 2117000 CaseID: TMP1264079

**Approval Details**

*Please be advised that dockets have been accepted by the  
 Allegheny County Department of Court Records, Civil/Family Division for Case Number:AR-22-000285*

*Dockets filed for Temporary Case Number:TMP1264079  
 have been assigned to Permanent Case number:AR-22-000285*

<b>Submission ID:</b>	2117000
<b>Status:</b>	Approved
<b>Case Number:</b>	AR-22-000285
<b>Case Description:</b>	Jones vs General Motors LLC
<b>Filing Date/Time:</b>	1/26/2022 1:00:46 PM

**Docket Details are as follows:**

ClientID	Filed By	Sequencenbr	Docket Type Code	Docket Type	Fees
JCD	61628	1	COMPL	Complaint	187.75

Payment Type : Credit Card

(There will be an additional 4% service charge on all Credit Card e-filings by the merchant card provider)

Civil/Family Division Amount :187.75

Sheriff's Amount :

Total Amount :187.75

Receipt NO :8488394

**The Department of Court Records will not be assigning court dates to Arbitration matters as per Administrative Order AD-20-000095-PJ which was filed on March 16, 2020. Once the court resumes normal operations and the stay is lifted the Attorney/Litigant will be required to file a "Praecipe to Schedule an Arbitration Date" in order to receive a hearing date.**

\*\*\*contact [civil@alleghenycounty.us](mailto:civil@alleghenycounty.us) within 10 days on any issues \*\*\*

*Thank you for using the DCR, Civil/Family Division Electronic Filing and Retrieval System.*

**Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, forwarding, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.**

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

**Steven D. Jones, CIVIL DIVISION**

**Plaintiff,**

**vs.**

**NO.:**

**General Motors LLC,**

**Defendant.**

**COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiff:  
Steven D Jones

COUNSEL OF RECORD FOR THIS PARTY:

Robert M. Silverman, Esquire  
Identification No. 55914

**KIMMEL & SILVERMAN, P.C.**  
30 East Butler Pike  
Ambler, PA 19002  
(215) 540-8888

**WRIT WAIVED**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION  
ARBITRATION DOCKET

Steven D. Jones  
Plaintiff

ARBITRATION DOCKET

NO. \_\_\_\_\_

VS.

General Motors LLC  
DEFENDANT

HEARING DATE: \_\_\_\_\_

Court Room 2  
City-County Building  
7th Floor  
9:00 A.M.

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

**LAWYER REFERRAL SERVICE,**  
The Allegheny County Bar Association  
11th Floor Koppers Bldg.  
436 Seventh Ave, Pittsburgh, PA 15219  
TELEPHONE 412-261-5555

**HEARING NOTICE**

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on \_\_\_\_\_, 20\_\_\_\_, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

**DUTY TO APPEAR AT ARBITRATION HEARING**

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

**NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.**  
**IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.**

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

**Steven D. Jones,**

**Plaintiff,**

**vs.**

**General Motors LLC,**

**No.:**

**Defendant.**

**COMPLAINT**

1. Plaintiff, Steven D. Jones, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 119 Bradley Rd, Annville, PA 17003.
2. Defendant, General Motors LLC, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 30007 Van Dyke Avenue, Warren, MI 48090-9065, and can be served at c/o Corporation Service Company, 2595 Interstate Drive, Harrisburg, PA 17110.

**BACKGROUND**

3. On or about March 25, 2021, Plaintiff purchased a new 2020 Chevrolet Silverado 5500, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1HTKJPVK5LH856444.
4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$81,000.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3 year/36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. The first documented warranty repair attempt is believed to have occurred on or before August 18, 2021, when the vehicle odometer showed 4,122 miles. On that date, no repair attempts were made after client reports major electrical issues and the ABS light is on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before August 30, 2021, when the vehicle odometer showed 4,440 miles. On that date, repair attempts were made to the EBCM after client reports major engine electrical issues and the ABS light is back on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before October 19, 2021, when the vehicle odometer showed 5,950 miles. On that date, no repair attempts were made after client reports major electrical issues. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before October 30, 2021, when the vehicle odometer showed 6,000 miles. On that date, the client had no choice but to effectuate cover under the UCC and trade in the unsafe vehicle for a new 2021 Chevrolet Silverado. However, as marked in Exhibit "E", the dealer only offered him \$66,000.00 for his vehicle, leaving the client with a net loss of \$15,000.00 on a car that only had 6,000 miles on it. The client remains a loyal GM customer as he purchased another Silverado new.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

14. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

15. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

16. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

17. Klick-Lewis, INC. is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

18. On or about March 25, 2021, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

19. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

20. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

21. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

22. Plaintiff has satisfied the above definition as the vehicle has been subject to repair three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

23. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

24. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

25. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

26. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

27. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

28. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

29. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

30. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

**WHEREFORE**, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

31. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
32. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
33. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
34. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
35. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.
36. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.
37. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
38. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.
39. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
40. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss

Warranty Improvement Act, the Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

41. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

42. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

43. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

44. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

45. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

**WHEREFORE**, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE**  
**PRACTICES AND CONSUMER PROTECTION LAW**

46. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

47. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

48. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

49. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

50. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

51. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

52. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

53. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

54. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

55. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

**WHEREFORE**, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Thirty Five Thousand Dollars (\$35,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: \_\_\_\_\_

Robert M. Silverman, Esquire  
Attorney for Plaintiff  
30 East Butler Pike  
Ambler, PA 19002  
(215) 540-8888

## V E R I F I C A T I O N

I, Robert M. Silverman, Esquire, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



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Robert M. Silverman, ESQUIRE  
Attorney for Plaintiff

DEALBY 0061295  
STK 4 0023050

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

Buyer Name and Address  
(Including County and Zip Code)

STEVEN DOUGLAS JONES  
1516 POPLAR ST  
NORTHAMPTON, PA 18067

Co-Buyer Name and Address  
(Including County and Zip Code)

**Seller-Creditor (Name and Address)**

KICK LEWIS INC  
720 EAST MAIN ST  
PALMYRA, PA 17078

**PALMYRA, PA 17078**  
You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Mfg. Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below
NEW	2020	CHEVROLET STRAVERADO 1500	10939	JHTL12VKSJH95644	<input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> pleasure

#### **FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
11.25%	\$ 24555.82	\$ 64936.65	\$ 89592.48	\$ 115594.70

**Insurance.** You may buy the physical damage insurance on this contract, if required (see back) for an amount you choose, which is acceptable to the lender. You may also buy the credit damage insurance through an insurance company controlled by you that is acceptable to the lender. You are required to buy any other insurance to obtain credit. If you buy any insurance, it is checked below. Policies and certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below.

## Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
12	\$ 1244.34	MONTHLY, beginning 04/24/2021
NA	\$ 1144.34	NA

<b>Optional Credit Insurance</b>			
<input type="checkbox"/> Credit Life	<input type="checkbox"/> Buyer	<input type="checkbox"/> Co-Buyer	<input type="checkbox"/> Both
<input type="checkbox"/> Credit Disability	<input type="checkbox"/> Buyer	<input type="checkbox"/> Co-Buyer	<input type="checkbox"/> Both
<b>Premium</b>			
Credit Life \$		<b>HA</b>	
Credit Disability \$		<b>HA</b>	
<b>Insurance Company Name</b> <b>HA</b>			

**Home Office Address**

**NA**  
Credit-life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment of the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

ITEMIZATION OF AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

### Other optional features

Policy Number	100-123456789
Effective Date	01/01/2023
Expiration Date	12/31/2024
Insured's Name	John Doe, Jr.
Address	123 Main Street, Anytown, USA
City	Anytown
State	USA
Zip Code	12345
Phone Number	(555) 123-4567
Driver's License Number	1234567890
Vehicle Description	2022 Ford Mustang
Vehicle Make	Ford
Vehicle Model	Mustang
Vehicle Year	2022
Vehicle Color	Red
Vehicle Type	Sedan
Policy Type	Auto
Policy Status	Active
Policy Term	1 Year
Premium	\$1,234.56
Description of Coverage	None
Policy ID	PA-123456789
Insurance Company Name	PA
Policy Number	PA-123456789

A rectangular stamp with a double-line border. The words "PLAINTIFF'S" and "EXHIBIT" are printed in capital letters. Below them is a large, hollow letter "A". The stamp is oriented vertically on the left side of the page.



COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

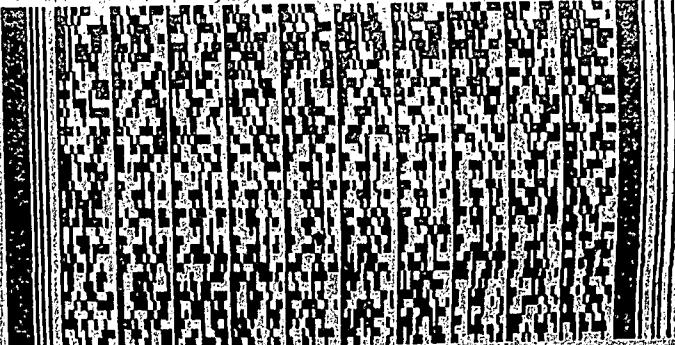
**EXPIRY: FEB 28, 2022**      **VALID: 05/25/21**

PLATE:	ZSJ8811	REG. GROSS WT:	19500
TITLE:	83362036701 JO	UNLADEN WEIGHT:	08830
VIN:	1HTKJPVK5LH856444	CLASS:	07
YR/MAKE:	2020 CHEVROLET		
TYPE:	TK		
WID:	21103 0051 000356-001		

512028  
STEVEN DOUGLAS JONES  
1516 POPLAR ST  
NORTHAMPTON PA 18067

  
SIGNATURE

I hereby acknowledge this day that I have received  
notice of the provisions of Section 3709 of the Vehicle  
Code.



56008 JON

KLICK-LEWIS CHEVROLET, BUICK  
 720 East Main St. \* Palmyra pa 17078  
 717-538-1353 \* 800-222-1973  
[www.klicklewisCars.com](http://www.klicklewiscars.com)

Open Mon 7-4PM TUES-THURSDAY 7-6pm FRI 7-4PM SATURDAY 7-3PM

STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com	VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
	1HTKJPVK5LH856444		4122	4123	08/18/21 08:16	08/19/21	56008
	VEHICLE DESCRIPTION				TAG NO.	STATUS	
	2020 CHEVROLET SILVERADO (SUMMIT WHI)				07459	PARTIAL-COMPLETE-P	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
61295		VARI		03/25/21	03/25/21	137	No Charge
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.			This Prints
(484) 735-4102		(484) 735-4102	0823050	MICHAEL HAYES (131)			PREMIER ELITE/GAP

THANK YOU FOR DOING BUSINESS WITH US AT KLICK-LEWIS

Line	Op-Code	Fall Code	Tech	Hours	Type	Amount
A *	DIAG		D13		Warranty	
Concern	C/S: Every time they go over a bump the ABS light comes on. The brake light comes on. The trailer light comes on. Service trailer brake notification. check and advise					
Cause	FOUND SEVERAL CODES STORED. U0415 SYM 00, C0506 SYM 5A, U0121 SYM 00 AND P215A SYMP 5A. COULD NOT DUPLICATE CONDITION ALL CODES STORED IN HISTORY. WIGGLED HARNESSES CHECKED EBCM CONNECTIONS AND DROVE SEVEN MILES AND COULD NOT DUPLICATE. CHECKED FOR BULLITENS AND NONE FOUND					
B *	WCI		D13		Internal	
Concern	GM MULTIPOINT FREE COURTESY INSPECTION					

### Customer Totals

Charge Description	Amount
Total Amount Due	\$0.00

**STATEMENT OF DISCLAIMER**  
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

CUSTOMER SIGNATURE

PLAINTIFF'S  
EXHIBIT

ALL-STATE LEGAL®

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

CUSTOMER COPY

56452 JON

KLICK-LEWIS CHEVROLET, BUICK  
 720 East Main St. \* Palmyra pa 17078  
 717-838-1353 \* 800-222-1973  
 www.klicklewiscars.com

Open Mon 7-4PM TUES-THURSDAY 7-6pm FRI 7-4PM SATURDAY 7-3PM

STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1HTKJPVK5LH856444		4440	4440	08/30/21 12:58	08/31/21	56452
		VEHICLE DESCRIPTION				TAG NO.		STATUS
2020 CHEVROLET SILVERADO (SUMMIT WHI)		07938		PARTIAL-COMPLETE-P				
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
61295		VARI		03/25/21	03/25/21	137	Cash	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.			This Prints	
(484) 735-4102		(484) 735-4102	0823050	JOSEAN GONZALEZ (D15)			PREMIER ELITE/GAP	

THANK YOU FOR DOING BUSINESS WITH US AT KLICK-LEWIS

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A	WCI		D13		Internal	
Concern	GM MULTIPONT FREE COURTESY INSPECTION					
Sublet Code	Vendor Name	PO# / Description				
	#5045	PO # 725 531331				
B		D13		Warranty		
Concern	Customer states ABS LIGHT IS ON. PLEASE ADVISE.					
Cause	LIGHT WAS ON FOR A SHORT AMOUT OF TIME AND THEM WENT OUT AND HASNT RETURNED. CHECKED FOR CODES AND FOUND CODES U0415 SYM00 INVALID DATA RECEIVED FROM BCM, U0121 SYM 00 LOST COMM WITH EBCM, C0506 SYM 5A RF WSS CIRCUIT., AND C0500 SYM 5A LF WSS CIRCUIT. WIGGLED HARNESSES TAPPED ON MODULE COULD NOT DUPLICATE. CHECKED FOR BULLITENS AND NONE FOUND. CONTACTED TAC (Case Number : 9-6911331481) AND WAS INSTARUCTED TO CHECKED EBCM PROGRAM AND THEN SDGM PROGRAMMING AND VERIFY PROPER PIN CONTACTS. IF ALL WAS GOOD REPLACE EBCM. ORDRED EBCM.					

C	D13	Customer	\$0.00	
Concern	Customer states RF TIRE IS LEAKING. PLEASE ADVISE.			
Cause	FOUND STONE PEIRCED THROUGH TIRE			
Correction	REPLACED RF TIRE			
Part Number	Description	Qty.	Unit Price	Ext. Price
19427625	C2257019.	1	\$322.00	\$322.00
TIRETAX	TIRE TAX	1	\$1.00	\$1.00
TIREDISP	DISPOSAL FEE	1	\$3.00	\$3.00
Parts Total...		\$326.00		
Line Total...		\$326.00		

PLAINTIFF'S EXHIBIT

ALL-STATE LEGAL®

08/31/21 14:29 Page 1 of 2 MZ-E Page 1 of 2 MZ-E

in DOS mode.

STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com	VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.	
	1HTKJPVK5LH856444	4440	4440	08/30/21 12:58	08/31/21	56452	
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CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
61295		VARI		03/25/21	03/25/21	137	Cash
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.			This Prints
(484) 735-4102		(484) 735-4102	0823050	JOSEAN GONZALEZ (D15)		PREMIER ELITE/GAP	

## Customer Totals

Charge Description	Amount
Parts	\$3.00
SalesTax	\$19.56
Parts-Other	\$323.00
<b>Total Amount Due</b>	<b>\$345.56</b>

---

<b>Amount Due</b>	<b>\$345.56</b>
-------------------	-----------------

Amount Due **\$345.56**

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON  
(DATE)

58277 JON

KLICK-LEWIS CHEVROLET, BUICK  
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STEVEN DOUGLAS JONES 1516 POPLAR ST NORTHAMPTON, PA 18067 osirissokarjones@gmail.com		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1HTKJPVK5LH856444		5950	5950	10/19/21 16:39	10/19/21	58277
		VEHICLE DESCRIPTION				TAG NO.	STATUS	
		2020 CHEVROLET SILVERADO (SUMMIT WHI)					COMPLETE	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
61295		VARI		03/25/21	03/25/21	137	Cash	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.		SERV. ADV.		This Prints	
(484) 735-4102		(484) 735-4102	0823050	JOSEAN GONZALEZ (D15)		PREMIER ELITE/GAP		

THANK YOU FOR DOING BUSINESS WITH US AT KLICK-LEWIS

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount																				
A	LOFD		D13		Customer	\$95.63																				
Concern	LUBE OIL FILTER SPECIAL, DIESEL VEHICLES UP TO 11 QUARTS OIL 15W40INCLUDES A MULTIPONT VEHICLE INSPECTION																									
Cause	MAINTENANCE																									
Correction	PERFORMED SERVICE																									
<table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>Qty.</th> <th>Unit Price</th> <th>Ext. Price</th> </tr> </thead> <tbody> <tr> <td>88862613</td> <td>15W40DEXOS-SYN</td> <td>11</td> <td>\$6.00</td> <td>\$66.00</td> </tr> <tr> <td>19419485</td> <td>FILTER</td> <td>1</td> <td>\$19.32</td> <td>\$19.32</td> </tr> <tr> <td colspan="4">Parts Total...</td><td>\$85.32</td></tr> </tbody> </table>							Part Number	Description	Qty.	Unit Price	Ext. Price	88862613	15W40DEXOS-SYN	11	\$6.00	\$66.00	19419485	FILTER	1	\$19.32	\$19.32	Parts Total...				\$85.32
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88862613	15W40DEXOS-SYN	11	\$6.00	\$66.00																						
19419485	FILTER	1	\$19.32	\$19.32																						
Parts Total...				\$85.32																						
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Misc. Code	Description	Qty.	Unit Price	Ext. Price																						
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B	WCI		D13		Internal																					
Concern	GM MULTIPONT FREE COURTESY INSPECTION																									
<p style="text-align: center;"><b>Authorized Estimates</b></p> <table> <thead> <tr> <th>Date/Time</th> <th>Amount</th> <th>Authorized By</th> <th>Authorization Method</th> <th>Phone/Email</th> </tr> </thead> <tbody> <tr> <td>10/19/2021 16:39</td> <td>\$124.95</td> <td></td> <td>Initial Estimate</td> <td></td> </tr> </tbody> </table>							Date/Time	Amount	Authorized By	Authorization Method	Phone/Email	10/19/2021 16:39	\$124.95		Initial Estimate											
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10/19/2021 16:39	\$124.95		Initial Estimate																							
<div style="text-align: center;"> <div style="border: 2px solid black; padding: 5px; display: inline-block;"> <b>PLAINTIFF'S EXHIBIT</b>   </div> </div>																										
10/19/21 17:29			INVO		CUSTOMER COPY	Page 1 of 2																				

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	1HTKJPVK5LH856444		5950	5950	10/19/21 16:39	10/19/21	58277
	VEHICLE DESCRIPTION				TAG NO.	STATUS	
	2020 CHEVROLET SILVERADO (SUMMIT WHI)					COMPLETE	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
61295		VARI		03/25/21	03/25/21	137	Cash
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		This Prints	
(484) 735-4102		(484) 735-4102	0823050	JOSEAN GONZALEZ (D15)		PREMIER ELITE/GAP	

**Customer Totals**

Charge Description	Amount
Parts	\$19.32
SalesTax	\$11.16
Labor-Other	\$95.63
Misc.Chg	\$5.00
Parts-Other	\$66.00
<b>Total Amount Due</b>	<b>\$197.11</b>

Amount Due	\$197.11
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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON  
(DATE) CUSTOMER COPY



G: Government Certified Title Fees		\$ 186.00
(includes \$ 28.00 security interest recording fee)		
H: Other Charges (Seller must identify who is paid and describe purpose)		
to NA	for Prior Credit or Lease Balance	\$ 3500.00
to PREMIERE	for PREMIERE DEALER CER	\$ NA
to NA	for NA	\$ NA
to NA	for NA	\$ NA
TOTAL DOCUMENTATION		\$ 186.00
J: Other Charges and Amount Paid to Dealer on Your Behalf		\$ 3250.00
K: Amount Financed (Line 4 - Line 16)		\$ 12200.00
L: Finance Charge		\$ 1292.00
M: Total of Payments (Line 9 + Line 15)		\$ 13492.00

X		X		X	
Co-Owner Signature		X		X	
Date:					
<p><b>THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.</b></p>					

**Returned Check Charge:** You agree to pay the costs we actually pay to others if any check you give us is dishonored.

**OPTIONAL GAP CONTRACT:** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you sign below, a gap contract, the charge is shown in Item 4D of the application. You can finance it. See your gap contract for details on the term and conditions it provides. It is a part of this contract.

10. Name of Gap Contract:

want to buy a gap contract. *See line*  
Buyer Signs X

If you do not meet your contractual obligations, you may lose the vehicle.

## ଅନ୍ତିମରୀତିରେ ବ୍ୟାକରଣରେ ପରିବର୍ତ୍ତନରେ ପରିବର୍ତ୍ତନରେ

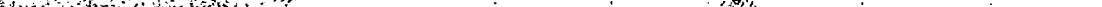
State law does not provide for a cooling off or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs  *John M. Fine* Co-Buyer Signs   
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.  
See back for other important agreements.

*The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.*

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.

HEREUNDER SIGN. *John P. Smith* Date 10/30/21 Co-Buyer Signs:  X Date

**Buyer Signs:**   
You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs  Date 10/30/21 Co-Buyer Signs  NA Date NA  
Buyer Printed Name STEVEN DOUGLAS JONES Co-Buyer Printed Name NA

**Buyer Printed Name** Primary Use for Which Purchased: Print Name NA Title     
If the "business" box is checked in "Primary Use for Which Purchased": Print Name    Title     
**Co-Buyers and Other Owners** — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have  
to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Seller signs: BLACK LEVI'S INC. Date: 10/10/01 Time: 10:17  
Assignee signs: SANTANDER CONSUMER USA INC. (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse       Assigned without recourse       Assigned with limited recourse

54-Form No. 553-PA (Rev. 12/19) 1-800-311-0996; fax 1-800-531-9056



US POSTAGE  
ZIP 19002 \$ 008.76  
02 4M  
0000351300 FEB 04 2022

7020 2450 0000 9587 9251

Kingef & Silverman  
30 East Butler Ave.  
Ambler, PA 19002

## FIRST CLASS MAIL

General Motors LLC  
c/o Corporation Service Company  
2595 Interstate Drive, Suite 103  
Harrisburg, PA 17110